

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

THE WORTH COLLECTION, LTD.,

Alleged Debtor.

)
) Chapter 7
)
) Case No. 20-10337 (BLS)
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)
)


AGREED ORDER CONTINUING HEARING ON INVOLUNTARY PETITION

THIS MATTER COMING BEFORE THE COURT on the status hearing on the *Amended Chapter 7 Involuntary Petition* [D.I. 8] filed against The Worth Collection, LTD. (“*Worth*”); this Court finding that MidCap Funding IV Trust (as senior secured lienholder of certain assets of Worth and as junior secured lienholder of certain other assets of the Worth, “*MidCap*”), Monroe Capital Management Advisors, LLC (as agent to the junior secured lienholder of certain assets of the Worth and as senior secured lienholder of certain other assets of the Worth, “*Monroe*”); and the Ad Hoc Committee of Creditors, comprised of Slate Studios, LLC, North East Courier, Inc., Newell Fashion Center Inc., Superb Stitch Inc., CK Trading Co., Ltd., River Glory Limited, and Co-Source Solutions (collectively, the “*Petitioners*,” and along with MidCap and Monroe, the “*Parties*”) hereby stipulate, and Worth does not object, to the terms of this Agreed Order; it is hereby stipulated by the Parties and ordered by this Court:

1. The Parties agree to defer entry of the order of relief in this case so as to facilitate continued discussions until the continued status hearing provided for herein, and the status hearing on this matter shall be continued to **February 25, 2021, at 10:00 a.m. EST.**

2. In addition to the carveouts of its collateral previously agreed to by MidCap reflected in stipulations filed with this Court, MidCap and Monroe agree to an additional carveout of \$2,500 for legal fees and expenses incurred by Goldstein & McClintock LLP, as counsel for the Petitioners (including reimbursement of the legal fees and expenses already incurred). Such carve-out shall be subject to Monroe advancing such amount as a further extension of credit to Worth to an account designated by MidCap (upon which such funds shall be the collateral of MidCap, and MidCap agrees that such collateral shall be used for the purpose herein), and then shall be remitted to the Petitioner's counsel.

Dated: January 22nd, 2021 Wilmington,
Delaware

A handwritten signature in black ink, appearing to read "Brendan L. Shannon", written over a horizontal line.

BRENDAN L. SHANNON UNITED STATES BANKRUPTCY JUDGE